

AppleCare Protection Plan for iPhone – UK and Ireland

Terms and Conditions

Consumer Law

The benefits conferred by the AppleCare Protection Plan for iPhone apply in addition to all rights you may have under consumer law, including but not limited to those relating to non-conforming goods. None of the following terms will have any detrimental effect on your consumer law rights.

If a product is defective consumers may, in addition to any other rights which they may have under consumer law in the UK and Ireland, avail themselves of the rights contained in:

for products purchased in Ireland: the Sale of Goods Act, 1893 (in particular Sections 12, 13, 14 and 15), the Sale of Goods and Supply of Services Act, 1980 and the European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 (S.I. No. 11/2003);

for products purchased in the UK: the Sale of Goods Act 1979 (in particular Section 12), the Supply of Goods and Services Act 1982 (in particular Section 2) and the Sale and Supply of Goods to Consumers Regulations 2002.

If you can assert consumer law rights in addition to any rights you have under the plan, you have the choice of making a claim pursuant to consumer law or under the plan.

Important: The terms of the plan shall not apply to consumer law claims.

For further information about consumer law, please visit the Apple website (<http://www.apple.com/legal/warranty/statutoryrights.html>) or contact your local consumer organisation.

1. The Plan.

This service contract governs the hardware service and technical support provided to you by Apple Distribution International or its successor in title ("Apple") under the above-mentioned plan (the "Plan") for the Apple branded product and the accessories contained in its original packaging ("Covered Equipment") listed on your proof of coverage document ("Plan Confirmation").

2. When Coverage Begins and Ends.

Coverage begins when you purchase the Plan and ends on the date specified in your Plan Confirmation ("Coverage Period"). To obtain your Plan Confirmation, register your Covered Equipment and your Plan's registration number ("Plan Agreement Number") with Apple. If auto-registration is available, your original sales receipt will be your Plan Confirmation. The terms of this Plan, the original sales receipt for your Plan and the Plan Confirmation are each part of your service contract. The price of the Plan is contained in the original sales receipt. The hardware service and technical support coverage provided by the Plan is additional to the coverage provided by the manufacturer's hardware warranty and complimentary technical support.

3. What is Covered?

3.1 Hardware Service

If during the Coverage Period, you submit a valid claim by notifying Apple that (i) a defect in materials and workmanship has arisen in the Covered Equipment or, (ii) the capacity of the covered iPhone battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specifications, Apple will either (a) repair the defect at no charge, using new parts or parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Equipment with a replacement product that is new or equivalent to

new in performance and reliability, and is at least functionally equivalent to the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage for the remaining period of the Plan.

3.2 Technical Support

During the Coverage Period, Apple will provide you with access to telephone and web-based technical support resources. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form.

3.3 Scope of Technical Support

Under the Plan, Apple will provide technical support for the Covered Equipment, iPhone OS ("iOS") and software applications that are pre-installed with the Covered Equipment (both referred to as "Consumer Software") and connectivity issues between the Covered Equipment and a "Supported Computer", meaning a computer that meets the Covered Equipment's connectivity specifications and runs an operating system that is supported by the Covered Equipment.

4. What is not Covered?

4.1 Hardware Service

IMPORTANT: Apple may restrict service to the Covered Equipment's original country of purchase.

The Plan does not apply to:

- (i) Installation, removal or disposal of the Covered Equipment, or provision of equipment while the Covered Equipment is being serviced;
- (ii) Damage caused by (a) a product that is not the Covered Equipment, (b) accident, abuse, misuse, liquid contact, fire, earthquake or other external causes, (c) operating the Covered Equipment outside the permitted or intended uses described by the manufacturer, in the user manual, technical specifications or other published guidelines for the Covered Equipment or (d) service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP");
- (iii) Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer;
- (iv) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;
- (v) Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
- (vi) Preventative maintenance on the Covered Equipment; or
- (vii) Defects caused by normal wear and tear or otherwise due to normal aging of the product.

4.2 Technical Support.

The Plan does not include:

- (i) Your use of the iOS and Consumer Software as server-based applications, or your use of or modification to the Covered Equipment, the iOS or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified according to the manufacturer's user manual, technical specifications or other published guidelines for the Covered Equipment;
- (ii) Issues that could be resolved by upgrading software to the then current version;
- (iii) Third-party products or their effects on or interactions with the Covered Equipment, the iOS or Consumer Software;
- (iv) Your use of a computer or operating system that is unrelated to Consumer Software or connectivity issues with the Covered Equipment;
- (v) Apple software other than the iOS or Consumer Software, as covered under the Plan;
- (vi) iOS software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software; or
- (vii) Damage to, or loss of any software or data residing or recorded on the Covered Equipment. Recovery and reinstallation of software programs and user data are not covered under this Plan.

5. How to Obtain Service and Support.

You may obtain hardware services and technical support by accessing the Apple support resources described below or by calling Apple at the telephone number listed in the Getting Started Guide (the "Guide"). If calling, an Apple technical support representative will answer, request your Plan Agreement Number or Covered Equipment serial number, before providing assistance. Keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan, as it will be required if there is any question as to your product's eligibility for coverage.

International Support Information	http://www.apple.com/support/country
Apple Authorized Service Providers and Apple Retail Stores	http://support.apple.com/kb/HT1434
Apple Support and Service	http://www.apple.com/support/contact/phone_contacts.html

6. Hardware Service Options.

6.1 Apple will at its option provide hardware services through one or more of the following options:

- (i) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple-owned retail store location or an AASP offering carry-in service. Service will be performed at the location, or the store may send the Covered Equipment to an Apple repair service ("ARS") location to be repaired. Once

you are notified that service is complete, you will promptly retrieve the Covered Equipment.

- (ii) Mail-in service. Direct mail-in service is available for most Covered Equipment. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid waybills (and if you no longer have the original packaging, packaging material) and you will ship the Covered Equipment to an ARS location in accordance with Apple's instructions. Once service is complete, the Apple repair service location will return the Covered Equipment to you. Apple will pay for shipping to and from your location if all instructions are followed.
- (iii) Express Replacement Service ("ERS") or Do-It-Yourself ("DIY") service. ERS is available for certain Covered Equipment products, and DIY service is available for easily replaceable products, parts or accessories, which can be replaced without using any tools. If ERS or DIY service is available in the circumstances, the following process will apply.
 - (a) Service where Apple requires return of the replaced product, part or accessory. Apple may require a credit card authorization as security for the retail price of the replacement product, part or accessory and applicable shipping costs. If you are unable to provide credit card authorization, service may not be available to you and Apple will offer alternative arrangements for service. Apple will ship a replacement product, part or accessory to you with installation instructions, if applicable, and any requirements for the return of the replaced product, part or accessory. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the product, part or accessory and shipping to and from your location. If you fail to return the replaced product, part or accessory as instructed or return a replaced product, part or accessory that is ineligible for service, Apple will charge the credit card for the authorized amount.
 - (b) Service where Apple does not require return of the replaced product, part or accessory. Apple will ship you free of charge a replacement product, part or accessory accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product, part or accessory.
 - (c) Apple is not responsible for any labor costs you incur relating to ERS or DIY service. Should you require further assistance, call Apple at the telephone number listed in the online resources described above, or visit an Apple Retail or AASP location..

6.2 Service in countries that are not the country of purchase will be limited to the options available in the country. You may be responsible for shipping and handling charges if the Covered Equipment cannot be serviced in the country where service is requested, if not the country of purchase. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Apple may repair or exchange defective products and parts with comparable products and parts that comply with local standards.

7. Your Responsibilities

To receive service or support under the Plan, you have to comply with the following:

- (i) Provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, if requested;
- (ii) Provide information about the symptoms and causes of the issues with the Covered Equipment;
- (iii) Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment,

any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;

- (iv) Follow instructions Apple gives you, including but not limited to refraining from sending Apple products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions;
- (v) Update software to currently published releases prior to seeking service; and
- (vi) Make sure to back up software and data residing on the Covered Equipment. DURING APP FOR IPHONE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE IPHONE AND REFORMAT THE STORAGE MEDIA. Apple will return your iPhone or provide a replacement iPhone as the iPhone was originally configured, subject to applicable updates. Apple may install iOS updates as part of hardware service that will prevent the iPhone from reverting to an earlier version of the iOS. Third party applications installed on the iPhone may not be compatible or work with the iPhone as a result of the iOS update. You will be responsible for reinstalling all other software programs, data and passwords.

8. Limitation of Liability

8.1 For Customers in Ireland

8.1.1 IF YOU ARE A CONSUMER, NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR BREACH OF ANY TERM IMPLIED BY STATUTE.

8.1.2 IF YOU ARE NOT A CONSUMER:

THESE TERMS AND CONDITIONS SET OUT THE FULL EXTENT OF OUR OBLIGATIONS AND LIABILITIES IN RESPECT OF THE PLAN;

THERE ARE NO WARRANTIES, CONDITIONS OR OTHER TERMS THAT ARE BINDING ON US EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS; AND

ANY WARRANTY, CONDITIONS OR OTHER TERM CONCERNING THE PLAN WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THESE TERMS AND CONDITIONS BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY IMPLIED TERM AS TO QUALITY, FITNESS FOR PURPOSE, REASONABLE CARE AND SKILL) IS HEREBY EXPRESSLY EXCLUDED. IN PARTICULAR, APPLE WILL NOT BE RESPONSIBLE FOR ENSURING THAT THE PLAN IS SUITABLE FOR YOUR PURPOSES.

8.1.3 NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUD.

8.1.4 SUBJECT TO CLAUSE 8.3, WE WILL NOT BE LIABLE UNDER THESE TERMS AND CONDITIONS FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA OR FOR ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE.

8.1.5 SUBJECT TO CLAUSE 8.3, OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT PAYABLE BY YOU TO US IN RESPECT OF THE PLAN.

8.2 For Customers in the UK

8.2.1 Apple is not responsible for ensuring that the Plan is suitable for your required purpose.

- 8.2.2 Nothing in these Terms and Conditions shall limit or exclude Apple's liability (i) for death or personal injury caused by its negligence or (ii) for fraud or (iii) any liability which cannot be excluded by law.
- 8.2.3 Subject to clauses 8.2.2 and 8.2.4, Apple will not be liable whether in contract, tort (including negligence) or otherwise for any loss or damage caused by it or its employees or agents under and / or in connection with this Plan:
- i) where such loss or damage is not a reasonably foreseeable result of any such breach; or
 - ii) for any increase in loss or damage resulting from breach by you of any term of this Plan; or
 - iii) for any losses that relate to a business operated by you (including without limitation lost data, lost profits or business interruption).
- 8.2.4 Subject to clause 8.2.2, if you are not a consumer, Apple's maximum liability whether in contract, tort (including negligence) or otherwise for any loss or damage caused by it or its employees or agents under and / or in connection with this Plan shall be limited to a sum equivalent to the amount which you paid Apple for the Plan.
- 8.2.5 These terms and conditions do not affect your statutory rights as a consumer, nor your right to cancel the Plan as per Section 9. For further information about your statutory rights contact your local Trading Standards Department or Citizens' Advice Bureau.

9. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel this Plan, call Apple at the telephone number listed in the Getting Started Guide, or send or fax written notice with your Plan Agreement Number to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland (fax number: +353 (0)21-428-3917). A copy of the Plan's original proof of purchase must accompany your notice. Unless applicable local law provides otherwise, Apple may cancel this Plan for fraud or material misrepresentation. Unless applicable local law provides otherwise, Apple may also cancel this Plan if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

For customers in the UK: You have the right to cancel this Plan within forty-five (45) days of purchase and receive a full refund unless you have received support or services under the Plan. After the 45-day cancellation period, you may cancel the Plan at any time within the Plan's term and obtain a pro rata refund of the Plan's original purchase price, based on the remaining period of full unexpired months of cover provided by the Plan. If you have received service and support, the Plan will continue in accordance with these Terms and Conditions.

For customers in Ireland: If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

10. Transfer of Plan

- (i) With Transfer of Covered Equipment to New Owner. Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (a) the transfer includes the original Proof of Purchase, the Plan's Confirmation and all of the Plan's packaging material, including printed materials and these Terms and Conditions; (b) you notify Apple of the transfer by sending or faxing notice of transfer to Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, fax number +353-(0)21-428-3917, respectively, and

(c) the party receiving the Plan accepts the Terms and Conditions of the Plan. When notifying Apple of the transfer of the Plan, you must provide the Plan Agreement Number, the serial numbers of the Covered Equipment being transferred, and the name, address, telephone number and email address of the new owner.

- (ii) With Transfer From Original Covered Equipment to New Covered Equipment. You may make a one time, permanent transfer of the coverage under the Plan to a new Apple product that is owned and purchased by you within thirty (30) days of the Covered Equipment purchase. The new product must be eligible for coverage under the Plan and at the time of transfer both products must be covered under the Apple one (1) year limited hardware warranty. Apple will issue a Plan Confirmation for the new product, which will then become the Covered Equipment. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial numbers and Proof of Purchase of the products being transferred by sending or faxing, where available, notice of transfer to Apple as set forth in the section immediately above.

11. Privacy

Apple will maintain and use customer information in accordance with the Apple Customer Privacy Policy available at www.apple.com/legal/warranty/privacy.

12. General

- (i) No Apple reseller, agent, or employee is authorized to make any modification, extension, or addition to the terms of this service contract.
- (ii) If any term is held to be illegal or unenforceable, it shall be severed from this service contract and the legality or enforceability of the remaining terms shall not be affected.
- (iii) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you.
- (iv) You must purchase and register the Plan within twelve (12) months from the original date of purchase of the Covered Equipment.
- (v) The financial obligations of this Plan are backed by Apple Distribution International, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland. Should Apple Distribution International fail to meet those obligations, Apple Operations Europe, a company registered under the laws of the Republic of Ireland, would assume such obligations.
- (vi) This Plan is offered and valid only if you are a resident of a country in which Apple or its affiliated companies offers the Plan that are set forth here: <http://www.apple.com/legal/sales-support/applecare/emeaiphonedcountrylist.html>. This Plan is not offered to persons who have not reached the age of majority. This Plan is not available where prohibited by law.
- (vii) Where this service contract was purchased in Ireland, this service contract is governed by and construed under the laws of Ireland and each party hereby submits to the non-exclusive jurisdiction of the Irish courts. Where the service contract was purchased in the UK, this service contract is governed by and construed under the laws of England and each party hereby submits to the non-exclusive jurisdiction of the English courts, unless you live in Scotland in which case the laws of Scotland will apply.